

and fraudulent, in that the said article contained no ingredient or combination of ingredients capable of producing the effects claimed.

On January 8, 1924, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

HOWARD M. GORE, *Secretary of Agriculture*.

12794. Adulteration and misbranding of cottonseed meal. U. S. v. 150 Sacks of Cottonseed Meal. Decree entered ordering product released under bond to be relabeled. (F. & D. No. 18152. I. S. No. 10590-v. S. No. E-4604.)

On or about December 11, 1923, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 150 sacks of cottonseed meal, remaining in the original unbroken packages at Hurlock, Md., alleging that the article had been shipped by the Eastern Cotton Oil Co., from Elizabeth City, N. C., on or about October 31, 1923, and transported from the State of North Carolina into the State of Maryland, and charging adulteration and misbranding in violation of the food and drugs act.

Adulteration of the article was alleged in the libel for the reason that a substance low in protein and high in crude fiber had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength and had been substituted in whole and in part for the said article.

Misbranding was alleged for the reason that the statements, "Guaranteed Analysis Protein (minimum) 43.00% Ammonia (minimum) 8.37% Crude Fibre (maximum) 10.00%," borne on the label attached to each of the sacks containing the article, were false and misleading and deceived and misled the purchaser in that the said statements represented to purchasers that the article contained not less than 43 per cent of protein, not less than 8.37 per cent of ammonia, and not more than 10 per cent of crude fiber, whereas the said article did contain less than 43 per cent of protein, less than 8.37 per cent of ammonia, and more than 10 per cent of crude fiber. Misbranding was alleged for the further reason that it was offered for sale under the distinctive name of another article, to wit, cottonseed meal, whereas it was not cottonseed meal but was a product deficient in protein and containing an excessive amount of crude fiber.

On October 17, 1924, the Eastern Cotton Oil Co., Elizabeth City, N. C., having appeared as claimant for the property, judgment of the court was entered, ordering that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$800, in conformity with section 10 of the act, conditioned in part that it be relabeled.

HOWARD M. GORE, *Secretary of Agriculture*.

12795. Misbranding of butter. U. S. v. Charles T. Myers (Alamosa Creamery Co.). Plea of guilty. Fine, \$50 and costs. (F. & D. No. 18102. I. S. Nos. 11390-v, 11396-v.)

On June 20, 1924, the United States attorney for the District of Colorado, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Charles T. Myers, trading as Alamosa Creamery Co., Alamosa, Colo., alleging shipment by said defendant, in violation of the food and drugs act as amended, in two consignments, namely, on or about April 2 and April 5, 1923, respectively, from the State of Colorado into the State of New Mexico, of quantities of butter which was misbranded. The article was labeled in part: (Package) "1 Pound Manufactured By Alamosa Creamery Company Alamosa—Colorado * * * Net Weight 16 Ounces Golden Purity Butter."

Analysis by the Bureau of Chemistry of this department of 30 packages from each of the consignments showed that the average net weight of each lot was 15.2 ounces.

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "1 Pound" and "Net Weight 16 Ounces," borne on the packages containing the article, were false and misleading, in that the said statements represented that the packages contained 1 pound of the article, and contained 16 ounces of the said article, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief